

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES UNIFIED SCHOOL
DISTRICT,

Plaintiff,

vs.

UNITED ALLOYS, INC., a California
Corporation; UNITED ALLOYS &
METALS, INC., a California
Corporation; FLASK CHEMICAL
CORPORATION, a Delaware
Corporation; RON DONN, an
individual, and DOES 1 through 10,

Defendants.

Case No. CV 12-5033 CAS (RZx)

Assigned to Hon. Christina A. Snyder

**[PROPOSED] ORDER APPROVING
SETTLEMENT AND BARRING
CONTRIBUTION CLAIMS,
INDEMNITY, OR OTHER CLAIMS
PURSUANT TO CERCLA, THE
UNIFORM COMPARATIVE
FAULT ACT, AND CALIFORNIA
CODE OF CIVIL PROCEDURE §§
877 and 877.6 AND FOR
DETERMINATION OF GOOD
FAITH SETTLEMENT UNDER
CALIFORNIA LAW [CALIFORNIA
CODE OF CIVIL PROCEDURE §§
877 and 877.6]**

Hearing Date: December 9, 2013

Time: 10:00 a.m.

Courtroom 5, 2nd Floor

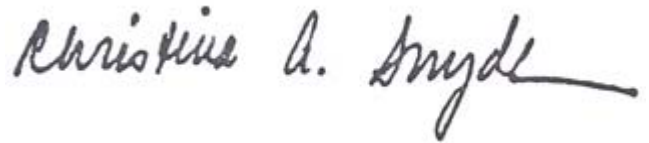
Defendants United Alloys, Inc. and Ron Donn (“United Alloys”) and Plaintiff Los Angeles Unified School District (“LAUSD”) have reached a final settlement of this matter (hereinafter referred to as “Settlement Agreement”). After consideration of United Alloys’ motion for an order determining good faith settlement under California Code of Civil Procedure section 877 and section 877.6, and barring contribution, indemnity, or other claims pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Uniform Comparative Fault Act (“UCFA”), 12 U.L.A. 147 (1996) (“Motion”) and California Code of Civil Procedure sections 877 and 877.6, and the record as a whole, the Court finds that the settlement was made in good faith within the meaning of California Code of Civil Procedure sections 877 and 877.6, and is fair, reasonable, and consistent with the purposes of the CERCLA.

The matter having been briefed and submitted for decision, and good cause appearing, IT IS HEREBY ORDERED THAT United Alloys’ Motion is GRANTED. IT IS FURTHER ORDERED THAT:

1. The Settlement Agreement is hereby approved as a good faith settlement.
2. Section 6 of the Uniform Comparative Fault Action (“UCFA”), 12 U.L.A. 147 (1996), in pertinent part, is hereby adopted as the federal common law in this case for the purpose of determining the legal effect of the Settlement Agreement.
3. The Court further finds and determines that the Settlement Agreement has been entered into in good faith within the meaning and effect of sections 877 and 877.6 of the California Code of Civil Procedure.

1 4. Pursuant to federal common law, section 6 of the UCFA, CERCLA and
2 sections 877 and 877.6 of the California Code of Civil Procedure, any
3 and all claims, or future claims, for contribution, indemnity, or other
4 claims as provided for under California or federal law, regardless of
5 when such claims are asserted or by whom, are barred. Such claims are
6 barred regardless of whether they are brought pursuant to CERCLA or
7 pursuant to any other federal or state law.
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10 **IT IS SO ORDERED.**

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13 **DATED: December 9, 2013**

14 **Honorable Christina A. Snyder**
15 **Judge of the United States District**
16 **Court for the Central District of**
17 **California**
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